

DECLARATION OF POOLING AND UNITIZATION AGREEMENT
(Spotts Unit)

STATE OF PENNSYLVANIA §
 §
COUNTY OF LYCOMING §

That the undersigned, being owners in the oil and gas leases (the "Leases") listed on the schedule marked Exhibit "A" attached hereto and made a part hereof for all purposes, by virtue of the authority conferred by the terms of the Leases, as same may have been modified and/or amended heretofore, do hereby POOL, CONSOLIDATE, COMBINE and UNITIZE the Leases, as to a portion of the lands (the "Unit Acreage") described in the Leases as such lands are set forth by a metes and bound description on Exhibit "B", attached hereto, which lands are also depicted within the heavy black lines (being Tracts 1 through 20) on Exhibit "B-1", attached hereto and made a part hereof, for all purposes, for the production of gas and related hydrocarbons (the "Unitized Substances") as to all depths (the "Unitized Interval") beneath the Unit Acreage, and does POOL, CONSOLIDATE, COMBINE and UNITIZE the royalties, working interests, overriding royalties and other interests pertaining to the Leases and the Unit Acreage and the production therefrom so as to form a single operating production unit for the production of gas and other related hydrocarbons from a well or wells in said unit.

The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, shall constitute production of such Unitized Substances from all of the Leases contained in such unit. Drilling, completion or reworking/recompletion operations, production or other operations conducted on any lands or lease within such unit for the production of Unitized Substances shall constitute operations for the production of Unitized Substances on the Leases and the Unit Acreage.

All Unitized Substances produced from any well on such unit shall be allocated proportionately among all of the tracts within said unit, in the proportion that the number of acres in each of such tracts that are included in the unit bears to the total number of acres in such unit, and all working interests, royalties, overriding royalties or other interests in the production from such unit shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which such interests are owned.

All parties owning any interest in the gas and other related hydrocarbons in and under and that may be produced from the Unit Acreage who execute this agreement or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in and to the Unit Acreage subject to the terms and provisions hereof, hereby adopt and confirm the creation of such unit and agree to all of the terms and provisions hereof, and hereby agree that any lease(s) or assignment(s) or other instrument affecting their respective interests are amended to the extent necessary to authorize the formation of this pooled unit.

In the event the owner of the Leases, or its successors and assigns, owns any lease or leases or interest or interests in a lease or leases other than those listed on Exhibit "A" hereto covering lands within the Unit Acreage or on any unleased interest or interests in the Unit Acreage, then, in that event, it is agreed that this Declaration of Pooling and Unitization Agreement shall be revised to include such lease or leases, or interest or interests, in the unit and said revised Declaration of Pooling and Unitization Agreement shall be filed for record in the office of the County of Lycoming County, Pennsylvania.

The unit hereby designated shall become effective as of the date this instrument is executed, and shall remain in effect for a term of 90 days and for so long thereafter as Unitized Substances are produced from said unit or as long as drilling, completion or reworking/recompletion operations are conducted on any well now or hereafter located on the Unit Acreage which is producing Unitized Substances from the Unitized Interval, with no cessation of more than 90 consecutive days, and if any of such operations result in the production of Unitized Substances, for so long thereafter as same are produced, or drilling or reworking operations for the restoration of production are again commenced within 90 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut-in on said unit and lessee pays or tenders shut-in rentals or royalties in accordance with the terms or provisions of the Leases or otherwise perpetuates the Leases pursuant to each of their respective terms and provisions.

The undersigned reserve the continuing right to amend, correct or alter this instrument and the unit hereby created including, but not limited to, reforming, increasing, decreasing or changing the configuration of the Unit Acreage and relocating or changing the Unitized Interval at the election of the undersigned, at any time from time to time after the original forming hereof. Any such amendment shall conform to the terms and conditions contained in the Leases committed hereto, and shall be in writing, signed by the undersigned, their successors and assigns, and filed for record in the office of the County Clerk of Lycoming County, Pennsylvania.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original instrument but all of which may be taken together for recording purposes and shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is effective this 1st day of November, 2008.

Operator:

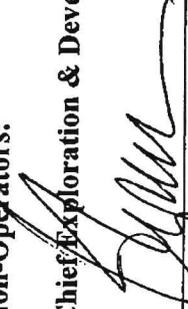
Chief Oil & Gas LLC

By:  Glynn Mildren

Title: Senior Vice President - Land

Non-Operators:

Chief Exploration & Development LLC

By:  Glynn Mildren

Title: Senior Vice President - Land

FILED
LYCOMING COUNTY
2008 NOV 19 P 12:24
ANNABEL MILLER
RECORDER OF DEEDS

200800019197
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER
11-19-2008 At 12:29 PM.
LESS 30 YR 53.50
OR book 6505 Page 1 - 13

eCorp Resource Partners I, L.P.

By: eCorp Resource Holdings, LLC
Its General Partner

By: 
J.N. Kerr, Manager

By: 
John F. Thrash, Manager

Radler 2000 Limited Partnership

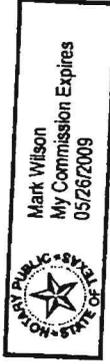
By: Tug Hill, Inc., its general partner

By: 
Michael G. Radler, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 6th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Oil & Gas LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Oil & Gas LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 6th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC

eCorp Resource Partners I, L.P.

By: eCorp Resource Holdings, LLC
Its General Partner

By: J.M. Kerr, Manager

By: John F. Thrash, Manager

Radler 2000 Limited Partnership

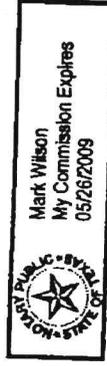
By: Tug Hill, Inc., its general partner

By: Michael G. Radler, President

STATE OF TEXAS §
COUNTY OF DALLAS §

On this, the 4th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Oil & Gas LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Oil & Gas LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

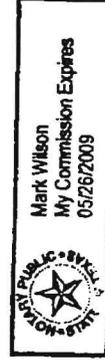


[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF DALLAS §

On this, the 4th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

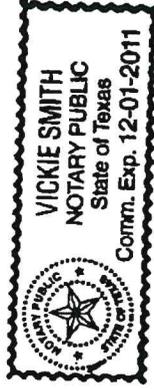


[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF Dallas §

On this, the 21st day of November, 2008, before me, Vickie Smith, a notary public in and for the State of Texas, the undersigned officer, personally appeared J.M. Kerr, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

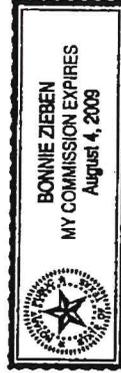


[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF Harris §

On this, the 13th day of November, 2008, before me, Bonnie Ziebers, a notary public in and for the State of Texas, the undersigned officer, personally appeared John F. Thrash, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared Michael G. Radler, who acknowledged himself to be the President of the general partner of Radler 2000 Limited Partnership, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as President. I certify that I am not an officer or director of Radler 2000 Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Instrument 200800019197 OR 6505 book Page 6

STATE OF TEXAS §
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared J.M. Kerr, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared John F. Thrash, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF Jarvis §

On this, the 10 day of November, 2008, before me, Jill J. Francis, a notary public in and for the State of Texas, the undersigned officer, personally appeared Michael G. Radler, who acknowledged himself to be the President of the general partner of Radler 2000 Limited Partnership, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as President. I certify that I am not an officer or director of Radler 2000 Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jill J. Francis
NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming, County, Pennsylvania.

The following Oil and Gas Leases, insofar and only insofar as such lands limited to those lands described on Exhibit "B":

Chief Lease Number	Tract	Tax ID Number included in Unit	Lessor	Lessee	Lease Date	Recording Information	Total Acres in Lease	Lease Acres included in Unit
378499L-038	1	31-326-155.F	John J. Bengen, Jr. and Donna M. Bengen	Northeast Energy Resources, LLC	07/24/06	OR 5756/217 (200600013710)	19.5	19.5
378499L-137	2	31-326-155.Z	Stephen G. Watts and Mary R. Watts	MK Resource Partners II, LP	10/18/07	OR 6200/228 (200700018734)	1.22	1.22
378499L-151	3	31-326-170.A	William A. Miller and Patricia A. Miller	MK Resource Partners II, LP	11/01/07	OR 6200/183 (200700018719)	81.8	78.1
378499L-108	4	31-326-172	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146/343 (200700015388)	81.8	38.84
378499L-108	5	31-326-172.A	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146/343 (200700015388)	81.8	15
378499L-108	6	31-326-172.B	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146/343 (200700015388)	81.8	10.3
378499L-108	7	31-326-172.C	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146/343 (200700015388)	81.8	10.46
378499L-202	8	31-326-173	Thomas L. Salsgiver, a married man, and Terri L. Gragson, a married woman	Chief Exploration & Development LLC	02/20/08	OR 6264/190 (200800002585)	129	129
378499L-205	9	31-326-174	Tracy A. Carl	Chief Exploration & Development LLC	04/03/08	OR 6326/174 (200800006556)	5.37	5.37
378499L-131	10	31-326-174.B	Tina L. Brown, a single woman and Kenneth M. Rhinehart, a single man	MK Resource Partners II, LP	10/4/2007	OR 6200/249 (200700018741)	3.75	3.75
378499L-029	11	31-326-174.C	Stefan A. Zondory and Louise M. Zondory	The Keeton Group, LLC	04/18/05	OR 5582/241 (200600002811)	100.74	100.74

Instrument	book	Page									
200800019197	OR	6505	378499L-068	12	31-326-175	Steven W. Spotts and Patricia A. Spotts	The Keeton Group, LLC	02/08/06	OR 5651/202 (200600007209)	118	105.5
			378499L-004	13	31-326-176	James H. Burke and Judy A. Burke, husband and wife; and Mildred E. Burke, widow, (Life Estate Interest)	Northeast Energy Resources, LLC	05/24/06	OR 5689/60 (200600009435)	36	17.3
			378499L-176	14	31-326-176.A	Donald L. Hillyard and Connie M. Hillyard	MK Resource Partners II, LP	11/29/07	OR 6236/102 (200800000807)	10	0.7
			378499L-164	15	31-326-177	Harry S. Shaffer and Patricia I. Shaffer	MK Resource Partners II, LP	11/15/07	OR 6236/69 (20080000795)	4	4
			378499L-177	16	31-326-178	William L. Farr, Jr. and Brenda L. Farr	MK Resource Partners II, LP	11/29/07	OR 6236/105 (200800000808)	9.18	7
			378499L-177	17	31-326-178.A	William L. Farr, Jr. and Brenda L. Farr	MK Resource Partners II, LP	11/29/07	OR 6236/105 (200800000808)	9.18	2.18
			378499L-013	18	31-326-178.B	Susan M. Eck	Northeast Energy Resources, LLC	06/27/06	OR 5720/255 (200600011412)	28.12	17.72
			378499L-013	19	31-326-178.C	Susan M. Eck	Northeast Energy Resources, LLC	06/27/06	OR 5720/255 (200600011412)	28.12	10.4
			378499L-	20	31-326-174.A	Harry A. Pedersen	Chief Exploration & Development LLC	10/30/08	OR 6493/184	2.3	2.3
TOTAL										579.38	
ACRES IN											
UNIT											

Courtney M. Rainey, known as Tax Parcel No. 31-346-109-A, along the Northern line of land of Terry L. & Patricia A. Weaver, known as Tax Parcel No. 31-346-109-C, along the Northern line of land of Andrew M. & Jane W. Richardson, known as Tax Parcel No. 31-346-109-D, and along the Northern line of land of William L. Farr, Sr., Et Al, known as Tax Parcel No. 31-346-110-B, to a Point, at the intersection of the Northern line of land of said William L. Farr, Sr., Et Al, known as Tax Parcel No. 31-346-110-B, to a Tax Parcel No. 31-346-110-B, the Southwest corner of land of Harry S. & Patricia I Shaffer, known as Tax Parcel No. 31-326-177, and the Southeast corner of land of Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A. Thence Northwesterly through the land of said Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A, crossing the aforesaid State Route No. 0973, continuing Northwesterly through the land of James H. Burke, known as Tax Parcel No. 31-326-176, and continuing Northwesterly through the land of the aforesaid Steven W. & Patricia A. Spotts, known as Tax Parcel No. 31-326-175, to a Point, at the Northwestern corner of land of said Spotts, the said Place of Beginning.

Containing 579.38 +/- Acres

The above described Spotts Unit Parcel is intended to include all of the land owned by the following Parcels, except the Northeastern portions of land of Anthony J. Jr. & Beth A. Kowalski, known as Tax Parcel No. 31-326-172, and land of William A. Miller, known as Tax Parcel No. 31-326-170-A, as well as the Southwestern portions of land of Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A, the land of James H. Burke, known as Tax Parcel No. 31-326-176, the land of Steven W. & Patricia A. Spotts, known as Tax Parcel No. 31-326-175.

*Acreage shown is from the County Assessment Office only, minus the excluded Area.

<u>TRACT NO.</u>	<u>TAX PARCEL NO.</u>	<u>OWNER(S)</u>	<u>DEED BOOK</u>	<u>INCLUDED AREA*</u>	<u>EXCLUDED AREA</u>
1	31-326-155-F	John J. Bengen, Jr.	1437-136	19.5 Acres	n/a
2	31-326-155-Z	Stephen G. & Mary R. Watts	924-283	1.22 Acres	n/a
3	31-326-170-A	Warren A. Miller	3625-184	78.1 Acres	3.7 Acres
4	31-326-172	Anthony J. Jr. & Beth A. Kowalski	3110-299	38.84 Acres	7.0 Acres
5	31-326-172-A	David L. & Barbara S. Burke	1062-099	15.0 Acres	n/a
6	31-326-172-B	Jeffrey P. & Victoria S. Kitt	?	10.3 Acres	n/a
7	31-326-172-C	Moltz Irrevocable Res Asset	5697-309	10.46 Acres	n/a
8	31-326-173	Thomas L. Salsgiver & Terri L. Grags	4153-067	129.0 Acres	n/a
9	31-326-174	Tracey A. Carl	2249-224	5.37 Acres	n/a
10	31-326-174-B	Tina L. Brown & Kenneth M. Rhinehart	5600-179	3.75 Acres	n/a
11	31-326-174-C	Stephan A. & Louise M. Zondory	1236-201	100.74 Acres	n/a
12	31-326-175	Steven W. & Patricia A. Spotts	1219-124	105.5 Acres	12.5 Acres
13	31-326-176	James H. Burke	1922-064	17.3 Acres	18.7 Acres
14	31-326-176-A	Donald L. & Connie M. Hillyard	500-093	0.7 Acres	9.3 Acres
15	31-326-177	Harry S. & Patricia I. Shaffer	1951-186	4.0 Acres	n/a

Instrument book Page
200800019197 OR 6505 11

16	31-326-178	William I Jr. & Brenda L. Farr	4703-179	7.0 Acres	n/a
17	31-326-178-A	William I Jr. & Brenda L. Farr	4703-179	2.18 Acres	n/a
18	31-326-178-B	Susan M. Eck	3363-064	17.72 Acres	n/a
19	31-326-178-C	Susan M. Eck	3363-064	10.4 Acres	n/a
20	31-326-174-A	Harry N. Pedersen	1157-206	2.3 Acres	n/a
			TOTAL	579.38 +/- Acres.	51.20 +/- Acres.

EXHIBIT "B-1"

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.

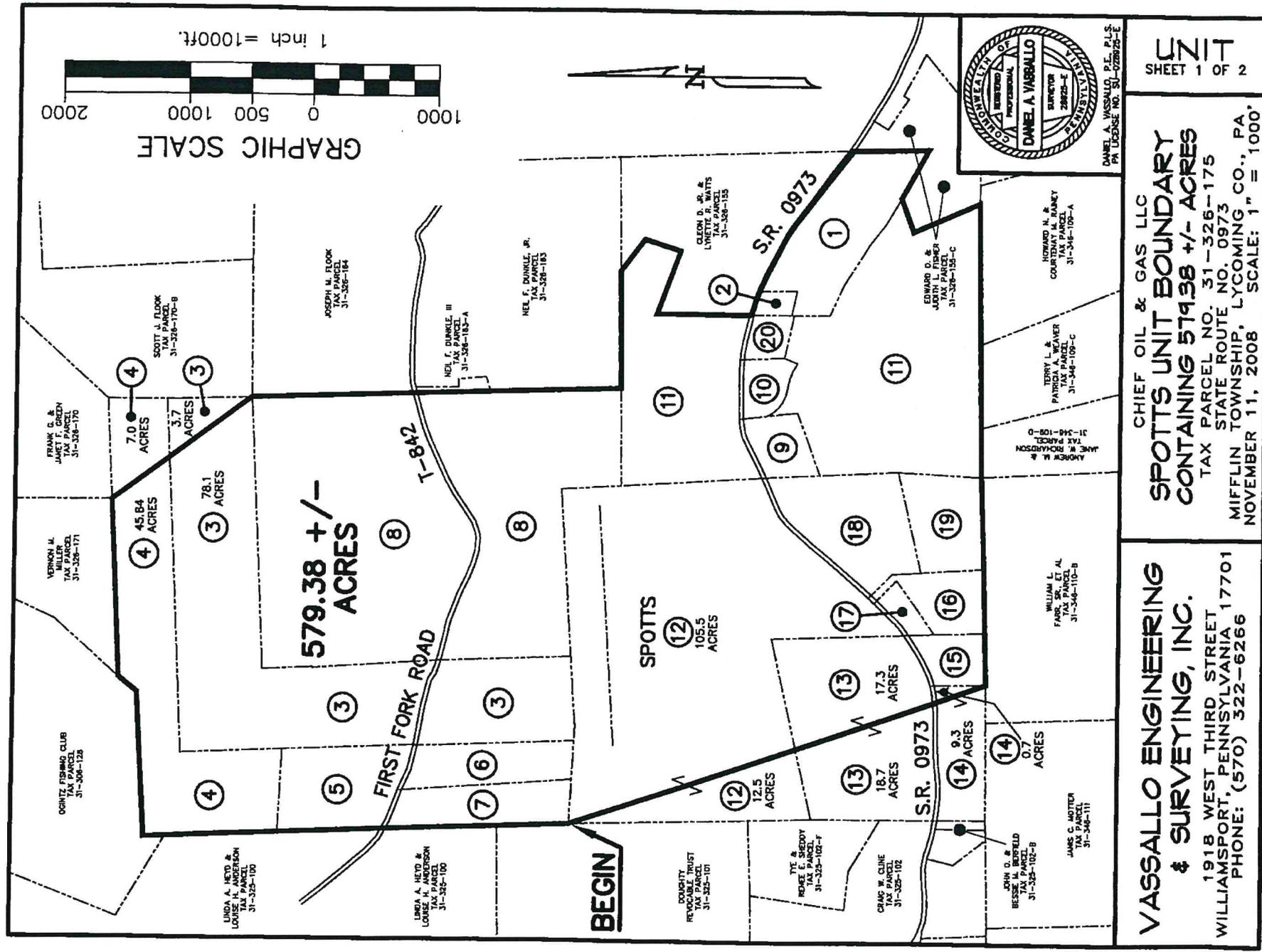


EXHIBIT "B-1" (continued)

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.

SPOTTS UNIT - SURFACE LAND OWNERS

TRACT NO.	SURFACE LESSOR	COUNTY TAX NO.	INCLUDED ACRES	EXCLUDED ACRES
1	BENGEN	31-326-155.F	19.5	N/A
2	WATTS	31-326-155.Z	1.22	N/A
3	MILLER	31-326-170.A	78.1	3.7
4	KOWALSKI	31-326-172	38.84	7.0
5	BURKE	31-326-172.A	15.0	N/A
6	KITT	31-326-172.B	10.3	N/A
7	MOLTZ IRREV.	31-326-172.C	10.46	N/A
8	SALSGIVER	31-326-173	129.0	N/A
9	CARL	31-326-174	5.37	N/A
10	RHINEHART	31-326-174.B	3.75	N/A
11	ZONDORY	31-326-174.C	100.74	N/A
12	SPOTTS	31-326-175	105.5	12.5
13	BURKE	31-326-176	17.3	18.7
14	HILLYARD	31-326-176.A	0.7	9.3
15	SHAFFER	31-326-177	4.0	N/A
16	FARR	31-326-178	7.0	N/A
17	FARR	31-326-178.A	2.18	N/A
18	ECK	31-326-178.B	17.72	N/A
19	ECK	31-326-178.C	10.4	N/A
20	PEDERSEN	31-326-174.A	2.3	N/A
			579.38 +/-	51.20 +/-

NOTE: AREA SHOWN TAKEN FROM LYCOMING COUNTY ASSESSMENT DATA OR DEEDS. NO FIELD SURVEYS WERE PERFORMED.

**VASSALLO ENGINEERING
& SURVEYING, INC.**

1918 WEST THIRD STREET
WILLIAMSPORT, PENNSYLVANIA 17701
PHONE: (570) 322-6266

CHIEF OIL & GAS LLC

**SPOTTS UNIT BOUNDARY
CONTAINING 579.38 +/- ACRES**

TAX PARCEL NO. 31-326-175
STATE ROUTE NO. 0973
MIFFLIN TOWNSHIP, LYCOMING CO., PA
NOVEMBER 11, 2008 SCALE: 1" = 1000'

UZIT
SHEET 2 OF 2

RATIFICATION AND AMENDMENT OF OIL AND GAS LEASE

WHEREAS, Thomas L. Salsgiver, a married man, having an address at 3920 Woodvale Road, Harrisburg, Pennsylvania 17109; and Terri L. Gragson, a married woman, having an address at 4016 Barbe Woods Drive, Lake Charles, Louisiana, 70605, herein collectively called Lessor, previously entered into an Oil and Gas Lease dated February 20th, 2008, (the "Lease") in which Chief Exploration & Development LLC was the named Lessee, recorded as Instrument No. 200800002585 in Book 6264 at Page 190 of the Recorder of Deeds Records of Lycoming County, Pennsylvania, covering 129.00 acres of land, more or less, situated in Lycoming County, Pennsylvania, described as follows (the "Leased Premises"):

DESCRIPTION: The Leased Premises is located, all or part, in the County of Lycoming, in the State of Pennsylvania, in the district/township of Mifflin and described as follows:

TAX MAP #: 31-326-173

On the North by Lands of 31-326-170-A
On the East by Lands of 31-326-164
On the South by Lands of 31-326-175
On the West by Lands of 31-326-170-A

Including lands acquired: by instrument(s) from Smith E. Salsgiver and Ruby M. Salsgiver, a/k/a Ruby Zinck Salsgiver, husband and wife, dated April 15, 2002 and recorded in Book 4153 Page 967 and described for the purposes of this agreement as containing 129.00 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

AND WHEREAS, the undersigned, being the original Lessor under the Lease ("Current Lessor"), with the concurrence of the present owner(s) of the Lessee's interest under the Lease, desires to modify and amend the terms and provisions of the Lease in certain particulars only.

For and in consideration of the premises, Current Lessor and Lessee(s) do hereby modify and amend the Lease by adding to the terms and provisions of the Lease three (3) additional and or amended paragraphs as follows:

1. Notwithstanding anything to the contrary contained in this lease, every place in this lease where the phrase "one-eighth (1/8th)" appears shall be changed to read "**Fifteen percent (15.00%)**".
2. In paragraph 5 "PAYMENT TO LESSOR" insert the following subsections;
 - (A) **SHUT-IN:** If, after the expiration of the Primary Term, the production of oil, gas or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leased Premises or on lands unitized or combined with the Leased Premises, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-In Royalty of **EIGHTY FIVE Dollars (\$85.00)** per net mineral acre, proportionately reduced to Lessor's percentage of ownership in the leased premises until such time as production is re-established and said payment shall maintain the Lease in full force and effect to the same extent as payment of Royalty, provided that in no event shall this lease be maintained in full force and effect for a period longer than eighteen (18) consecutive months solely by virtue of the payment of Shut-in Royalties. During Shut-In, Lessee shall have the right to re-work, stimulate, or deepen any well or drill a new well on the Leased Premises or on lands unitized or combined with the Leased Premises in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leased Premises or on lands unitized or combined with the Leased Premises is interrupted for a period of less than six months, this Lease shall remain in full force and effect without payment of Royalty or Shut-In Royalty.

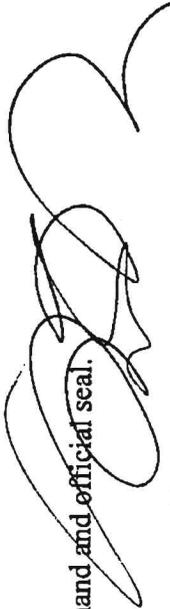
(B) **DAMAGES:** Lessee shall remove unnecessary equipment and materials and grade, reseed and mulch the drill site area at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of crops or marketable timber.

(C) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due herein by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment, without interest, pending notification by Lessor of a change in address.

(D) **CHANGES IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leased Premises until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this, the 13 day of May, 2009, before me, MariLou Wright, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glyhne Mildren, who acknowledged himself to be the Sr. Vice President - Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Sr. Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Sr. Vice President - Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____ Notary Public



200900006540
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER
05-14-2009 At 12:10 pm.
MISC 18:50
OR book 6640 Page 19 - 21

Prepared By and After Recording Return To:
Chief Exploration & Development LLC
Attn: Land Department
5956 Sherry Lane, Suite 1500
Dallas, Texas 75225

proceeds thereof and when same shall fall due, to make and execute mineral and royalty rights, and for the full execution of the purposes aforesaid, to make, sign and execute in the name of the Appearer all acts, whether of lease, release, contract, compromise, covenant, assignment, agreement, division order or otherwise, that shall or may be requisite or necessary, and containing such terms, conditions and provisions as Agent shall deem correct and proper and bind Appearer thereby as firmly as if the same were or had been Appearer's own proper acts and deeds.

(2) And generally to do and perform all and every other act, matter, and thing whatsoever, as shall or may be requisite and necessary, touching or concerning the mineral interests of Appearer as fully, completely and effectually, and to all intents and purposes with the validity, as if all and every such act, matter or thing, were or had been particularly stated, expressed, and especially provided for, or as Appearer could or might do if personally present; also with full power of substitution and revocation; and Appearer hereby agrees to ratify and confirm all and whatsoever Agent shall lawfully do or cause to be done by virtue of this act of procuration and mandate.

THUS DONE AND PASSED in Harrisburg, Pennsylvania, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the Appearer and me, Notary, after reading of the whole.

WITNESSES:

David Y. Morris
Printed Name: DAVID Y. MORRIS

Amy B. Wyna
Printed Name: Amy B. Wyna

APPEARER:

Thomas L. Salsgiver
THOMAS L. SALSGIVER

Saundra G. Rollason
NOTARY PUBLIC #1140108

Printed Name: Saundra G. Rollason
My Commission Expires: June 6, 2009

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Saundra G. Rollason, Notary Public
Silver Spring Twp., Cumberland County
My Commission Expires June 6, 2009

ACCEPTED:
Terril L. Gragson
TERRI L. GRAGSON

FILED
LYCOMING COUNTY
2009 SEP 30 P 1:29
ANNABEL MILLER
RECORDER OF DEEDS

BOOK 1440 PAGE 273

CLEAN & GREEN APPLICATION

PARCEL NO. 31-326-173
PHONE NO. 326-4824
PARCEL NO. _____
PHONE NO. _____

1. Name Salognier, Ruby (Last) (First) (M.I.)
2. Mailing Address 900 Widdowell Blvd. (City) (State) (Zip Code)
Williamport Pa (City) (State) 17701 (Zip Code)

009934

3. The land for which application is being made is being made by (a) (an) (Check one):
A. Individual C. Corporation E. Cooperative G. Associations
B. Partnership D. Institution F. Other (Explain) _____
Yes No
Yes No

4. Is the land currently assessed under Act 515? (P.L. (1965) 1292) _____
5. Is land in this application leased for minerals? _____
6. The property is located in: Jessy Shore Area (School District)
Delaware (County)

7. Check all worksheets to be considered as part of this application.
Agricultural Use (AAO-83) Agricultural Reserve (AA-84) Forest Reserve (AAO-85)
Agricultural Reserve (AAO-83) Acres of Agricultural Reserve Acres of Forest Reserve 129
If you have a conservation plan prepared by the Soil Conservation Service for your land, please provide a copy of the photo or map along with this application. If you do not have a plan it is available through your County Conservation District.
For any additional land you own which might be eligible for use-value assessment but for which you do not intend to apply, give acreage in each category.

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty days' notice to the county assessor of a proposed change in use of the land, a split-off or a portion of the land, or a conveyance of the land.
The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him and to the best of his knowledge and belief is true and correct.

SIGNATURE IS NOT REQUIRED UNTIL APPLICABLE WORKSHEETS HAVE BEEN COMPLETED

Ruby M. Salognier (Signature of Owner) (Or Corporation Name) July 19, 1989 (Date)

John M. Harkin (Signature of Corporate Officer) (Title) 7-24-89 (Date)
(Assessor)

FILED
LYCOMING COUNTY

89 AUG 3 P 4: 23

MARY G. MOSSER
RECORDED AS NEEDED

PROPOSAL FOR THE CREATION OF AN AGRICULTURAL SECURITY AREA

page 1

This form is to be completed by landowners petitioning to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including a required map shall be submitted to the local unit of government in which the proposed agricultural security area is located. (If the proposed area is located in more than one local unit of government, the proposal shall be submitted to all governing bodies affected.)

The tax parcel number may be obtained from the property tax notice. If a number can't be found, the deed reference numbers for the property may be substituted.

A county tax map, U.S. Geological Survey topographic map, or other map as may be specified by the local government unit showing the boundary of the proposed agricultural area and the boundaries of the properties owned by the undersigned landowners within the proposed agricultural security area shall be attached to each copy of this form. Properties owned by each petitioner shall be identified on each map.

LOCAL GOVERNMENT UNIT USE ONLY	
Date received:	8-14-98
Date of public notice:	9-29-98
Date forwarded to:	
Agr. Area Advisory Comm:	9-15-98
Local Planning Commission:	9-15-98
Date of Hearing Notice:	10-19-98
Date of Public Hearing:	11-9-98
Date of Action:	11-9-98
<input checked="" type="checkbox"/> Approved, without modification	
<input type="checkbox"/> Approved, after modification	
<input type="checkbox"/> Rejected	

1. Location: Millicott Lycanning
(Township, Borough, or City) (County)
2. Total acreage owned by petitioners: 2102.48
3. Names and addresses of landowners proposing the area. It is understood that the signers to this petition give their consent to include their described land in the agricultural area when approved by the local government unit.

Landowner's Name (printed) and Signature	Address	Tax Parcel Number or Other Identification	Total Acres Owned To Be Included
Name <u>STEVE FLOOK</u> Signature <u>[Signature]</u>	<u>RR 3 Box 227A</u> <u>Jersey Shore PA</u> <u>17740</u>	<u>31-326-165</u> <u>T842 REAR</u>	<u>49</u>
Name <u>LARRY L & BARBARA J CARSON</u> Signature <u>[Signature]</u> <u>Barbara J Carson</u>	<u>RR 4 Box 357</u> <u>Jersey Shore PA</u> <u>17740</u>	<u>31-346-142</u>	<u>100 98.5</u>

50.5
38.5

BK 3154 PG 11

BK3154PG112

DATE: 11/12/1998 TIME: 11:15A INST NO.: 22039

Lycoming County, PA
OFFICE OF THE Registrar and Recorder of Deeds

RECEIPT NO :	022329	TYPE DOC :	MISC
REC FEE			36.50
LIT			0.00
SRIT			0.00
WRIT TAX			0.50

DATE: 11/12/1998 TIME: 11:15A INST NO.:

Lycoming County, PA
OFFICE OF THE Registrar and Recorder of Deeds

RECEIPT NO :	022329	TYPE DOC :	CO REC FUND
REC FEE			1.00
LIT			0.00
SRIT			0.00
WRIT TAX			0.00

DATE: 11/12/1998 TIME: 11:15A INST NO.:

Lycoming County, PA
OFFICE OF THE Registrar and Recorder of Deeds

RECEIPT NO :	022329	TYPE DOC :	RE REC FUND
REC FEE			1.00
LIT			0.00
SRIT			0.00
WRIT TAX			0.00

RECORDED

Landowner's Name (printed) and Signature	Address	Tax Parcel Number or Other Identification	Total Acres Owned To Be Included
Name <u>Smith, Salogiver</u> SMITH & SALGIVER Signature <u>Ruby Salogiver</u> RUBY SALGIVER	1351 First Fork Road Jersey Shore PA mailing address 900 Willwood Blvd. Wmspt PA 17701	31- 326-173	129
Name _____ Signature _____			

FILED
 LYCOMING COUNTY
 NOV 12 10 55 AM '98
 ANNABEL MILLER
 RECORDER OF DEEDS

BK3154PG118

Resolution 4-98

A RESOLUTION OF THE SUPERVISORS OF MIFFLIN TOWNSHIP, LYCOMING COUNTY, PENNSYLVANIA, DECLARING THEIR INTENT TO ESTABLISH AGRICULTURAL SECURITY AREAS WITHIN MIFFLIN TOWNSHIP PURSUANT TO THE AGRICULTURAL SECURITY LAW, ACT 43 OF 1981.

WHEREAS, The Board of Supervisors of Mifflin Township having received proposals from the attached list of residents indicating their desire to be included in the Agricultural Security Area and

WHEREAS, The Board of Supervisors of Mifflin Township having received a favorable report of acceptance from the Lycoming County Planning Commission of the proposal and

WHEREAS, The Board of Supervisors of Mifflin Township have established and formed an Agricultural Security Area Advisory Committee according to the Law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Mifflin Township that;

Section 1. The Board of Supervisors declares and accepts the proposed Agricultural Security Area for Mifflin Township.

Section 2. The proposed Agricultural Security Area shall be recorded in the Office of the Recorded of Deeds, Lycoming County Court House under the list of miscellaneous documents.

DULY ADOPTED, by the Board of Supervisors of Mifflin Township, Lycoming County, Pennsylvania, in lawful session duly assembled, this 9th day of November, 1998.

Mifflin Township Supervisors

D. B. Fox

Russell Murray

Robert B. Hunter

Attest:

Elaine C. Yonker
Secretary

BOOK 1261 PAGE 1162

STATE OF Anna
COUNTY OF DeWitt

SS

nick

BE IT REMEMBERED, that on this 7th day of April, 1988, before me, the subscriber, a Notary Public of DeWitt County, personally appeared QUIN FACK SAUSNER and WILLIE J. SAUSNER, who, I am satisfied, are the person(s) named in and who executed the within Instrument, and thereupon nick acknowledged that nick signed, sealed and delivered the same as Witness and deed, for the uses and purposes therein expressed.

Norman M. Germa
Notary Public of DeWitt County, New York
My Commission Expires July 1, 1991

STATE OF _____
COUNTY OF _____

SS

ON THIS the _____ day of _____, 1988, before me, the undersigned officer, personally appeared _____ of _____ a corporation of the State of _____, and acknowledged to me that he is _____ of _____ that he signed the foregoing instrument in writing as _____ of said corporation, that he is familiar with the corporate seal of said corporation and the seal affixed to said instrument is the proper corporate seal and was thereto affixed, and that said instrument was made by said corporation and sealed with its corporate seal by virtue of authority of its Board of Directors and is the voluntary deed and act of such corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public of _____
My Commission Expires: _____

13.50

BOOK 1304 PAGE 29

GRANTOR: Smith E. Salsgiver
Ruby Zinck Salsgiver

GRANTEE: WTC - Central, Inc.

OPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

107225

That the undersigned (hereinafter called Grantor, whether one or more), for and in consideration of the sum of Five hundred and no/100 (\$500.00) Dollars in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto WTC - CENTRAL, INC. (WTC), a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, Oklahoma 74121, its successors and assigns (hereinafter called Grantee), an exclusive and irrevocable option to purchase an easement for the construction, maintenance, security, operation, repair, replacement, and removal of communications equipment, structures, lines, and related facilities, from time to time, as Grantee may require, upon, over, under and across a 50 foot by 75 foot portion of the following described tract or parcel of land which the Grantor owns or in which the Grantor has interest in the Township of Mifflin, County of Lycoming, State of Pennsylvania, to wit:

A 50' X 75' tract located on a portion of tax parcel No. 173 (129.56 acres on Tax Map No. 31-326 (Revised 1984). Said Tax Parcel being all or a portion of lands more fully described in Book 541, Page 64; Book 980, Page 284; Book 1145, Page 101 and Book 1184 at Page 198 of the records of Lycoming County, Pennsylvania.

For the same consideration, Grantor hereby grants to Grantee the right and privilege to go upon the herein above described tract of land for the purpose of locating and surveying the right of way and easement together with the right of ingress and egress over and across the adjoining land of the Grantor to and from the above described property. Grantee agrees to pay for any damages occasioned to Grantor's property by Grantee's activities herein.

The option herein granted shall remain in full force and effect for a period of NINETY (90) DAYS from the date. The option may be exercised at any time within such period by payment by Grantee to Grantor of the sum of Four thousand five hundred dollars Dollars (\$4,500.00). In the event Grantee so exercises this option Grantor shall execute an easement covering the above described tract or parcel of land which easement shall be in substantially the form of Exhibit A attached hereto and made a part hereof. In the event that Grantee shall not elect to exercise the option herein granted, Grantor shall be entitled to retain all amounts paid to him for this option and all of Grantee's rights granted herein shall be extinguished.

Upon exercise of this option, Grantee agrees to pay or cause payment to be made for damages to Grantor's property directly resulting from the exercise of the rights herein granted, provided, however, that after the facilities described above have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, or brush on the easement and right of way in the clearing of such obstructions from said easement and right of way.

18 BOOK 1304 PAGE 30

EQUIPMENT STRUCTURE AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to WTG - CENTRAL, INC., herein called Grantee, a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, Oklahoma 74121, its successors, assigns, lessees, licensees, and agents, an easement for the construction, assignment, maintenance, security, structures, repair, replacement, and removal of communications equipment, require, upon, over, under and across the following described tract or parcel of land which the Grantor owns or in which the Grantor has an interest in the Township of Mifflin, County of Lycoming, State of Pennsylvania, to wit:

A 50' X 75' foot tract of land situated in Tax Parcel No. 31-326-173. Said tract of land to be located south of Township Road #842, and formally #645 in the westerly portion of the above described property

Together with the right of ingress and egress over and across the adjoining land of the Grantor to and from the above described property, the right to install gates in fences for purposes of ingress and egress, the right to clear and keep cleared all trees, vegetation and other obstructions as may be necessary, the right to fence or otherwise secure the above-described property, the right to construct, operate, maintain, change, and remove electrical and communication lines or systems consisting of wires, cables, conduits, poles, anchors, stub poles, guy wires, and appurtenances, on, over and/or under the lands of Grantor adjacent to the above described property and lying between public roads and the above described property, all as may be necessary, to have and to hold, unto Grantee, its successors and assigns, forever.

The rights granted herein may be assigned in whole or in part and the terms and provisions of this agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, successors, assigns and personal representatives. Grantor covenants for itself, its successors and assigns, that Grantee, its successors, assigns, lessees, licensees and agents shall peaceably and quietly have, hold, and enjoy the above-described land.

Grantee agrees to pay or cause payment to be made for damages of grantor directly resulting from the exercise of the rights herein granted, provided, however, that after the facilities have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the easement and right-of-way in the clearing of such obstructions from said easement and right-of-way.

It is further understood and agreed that the land description above set forth may not be exact, and a survey drawing may be required by Grantee at its expense so as to describe more accurately the tract of land that is the subject hereof. In this event, Grantor agrees to sign said survey drawing which shall then be attached to this instrument and labeled Exhibit A.

Check No. _____

Station No. 1211.9

PROW2.01

BOOK 1304 PAGE 31

IN WITNESS WHEREOF, this Instrument has been executed by the undersigned this 28 day of July, 1988.

GRANTOR:

Smith E. Salsgiver
Smith E. Salsgiver

Ruby Zina Salsgiver
Ruby Zina Salsgiver AKA Ruby Z. Salsgiver

STATE OF Kansas :

SS

COUNTY OF Lyon:

BE IT REMEMBERED, that on this 28th day of July, 1988, before me, the subscriber, a Notary Public, personally appeared RUBY Z. SALSGIVER who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.



William M. German
Notary Public of

STATE OF _____ :

SS

COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, 1988, before me, the subscriber, a Notary Public, personally appeared _____, Amendment of Right of Way Agreement as _____ of _____ the corporation named therein and thereupon acknowledged that the within instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by _____ as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

My Commission Expires: _____ Notary Public of _____

13-50
13-00

This Instrument prepared by:

LYCOMING COUNTY, SS
Recorded on this 2nd day of August 1988, in the Recorder's Office of said County in Record Book 1304, Page 28
Given under my hand and seal of the said Office, the date above written.

Mary S. Meas Recorder

FILED
LYCOMING COUNTY
AUG 3 3 04 PM '88
MARY S. MUSSER
RECORDER OF DEEDS

LYCOMING COUNTY
VERIFIED / ASSIGNED UPI

Instrument
201100002450 OR

book Page
7207 8

Part of 31-326-173

WATER LINE EASEMENT

STATE OF PENNSYLVANIA

§

COUNTY OF LYCOMING

§
§

KNOW ALL MEN BY THESE PRESENTS:

AD **3M** **AD** THAT, this Water Line Easement is dated October 22, 2010 ("Effective Date") and is executed between Thomas L. Salsgiver, a married man dealing in his sole and separate property, whose address is 3920 Woodvale Road, Harrisburg, Pennsylvania 17109, and Terri L. Gragson, a married woman dealing in her sole and separate property, whose address is 4016 Barbe Woods Drive, Lake Charles, Louisiana 70605, (hereinafter referred to as "Surface Owner" whether one or more), and Chief Exploration & Development LLC and its operating company, Chief Oil & Gas LLC, whose address is 5956 Sherry Lane, Suite 1500, Dallas, Texas 75225 (hereinafter referred to collectively as "Chief"), for the purposes and consideration hereinafter set forth.

31 Baylor Lewisburg, PA 17837

WHEREAS, Surface Owner is the surface owner of those certain lands described on the Exhibit "A" attached hereto and made a part hereof (the "Subject Lands"); and

WHEREAS, Chief wishes to acquire from Surface Owner, and Surface Owner wishes to grant Chief a water line easement across the surface of the Subject Lands and rights of ingress and egress to the Subject Lands for the purpose of laying water lines, from time to time, across the Subject Lands in order to transport water for Chief's use in connection with its oil and gas operations being conducted on the Subject Lands or other lands located in the vicinity.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Surface Owner and Chief hereby agree as follows:

1. As compensation to Surface Owner for granting this Water Line Easement, Chief shall pay Surface Owner Five Hundred Dollars (\$500.00).

180 days from the execution date
operated by Chief and located on the lands currently owned by Paul W. Grove, et ux, identified for tax purposes as parcel number 31-325-104-01, Mifflin Township, Lycoming County, Pennsylvania
of this Water Line Easement. **AD**

3. Chief is hereby granted the right to (i) clear the Subject Lands of small brush, (ii) grade and level the Subject Lands whereby the water line will be located; (iii) install, maintain, inspect, operate, remove and replace the water line(s), and (v) transport water through the water line from the Subject Lands for Chief's use in connection with its oil and gas operations.

4. Chief agrees to secure all required permits pursuant to the rules and regulations of the governmental authority.

5. Chief shall indemnify and hold Surface Owner harmless from any and all costs, damages, actions, cause of action, claims, damages or expenses of every kind (including but not limited to reasonable attorney's fees) arising or in any manner growing out of or concerned with Chief's operations on the Subject Lands.

6. The consideration paid to Surface Owner by Chief for the execution and delivery of this Water Line Easement is deemed full payment for Chief's use of such Water Line Easement during its entire term.

7. Chief shall have the right to permit its contractors, subcontractors, service company representatives, employees or agents to have such access as may be necessary to the Subject Lands for operations conducted with respect hereto.

8. This Agreement shall inure to the benefit of and shall be binding upon Surface Owner and Chief and their respective successors and assigns, subject to the terms, covenants and conditions hereinabove set forth. This Water Line Easement shall constitute a covenant running with the Subject Lands and shall extend to, be binding upon, and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Surface Owner and Chief.

9. This Water Line Easement has been prepared in multiple counterparts, each of which constitutes an original document and all of which, when taken together, shall constitute a single instrument and shall have the same force and effect as if all parties had executed a single counterpart. The counterpart execution and acknowledgment pages may be consolidated into one instrument for all purposes, including recordation of this instrument in the public records. Failure to execute this Water Line Easement by any party for whom a signatory space is provided shall not render it ineffective as to any party hereto which does execute same.

2/15/11 **AD** 10. Any damages resulting from ~~AD~~ Surface Owner **AD**
Grove water Impoundment Property in excess of \$11000.00 shall be borne by Chief **AD**
Bower IH MUC 378499L-202 MKRES-C172

EXECUTED as of the date first stated above.

SURFACE OWNER:

Thomas L. Salsgiver
Thomas L. Salsgiver
Power of attorney
Chief Exploration & Development LLC
Chief Oil & Gas LLC

Terri L. Gragson
Terri L. Gragson

CHIEF:

Chief Exploration & Development LLC
Chief Oil & Gas LLC

By: [Signature]

ACKNOWLEDGEMENTS

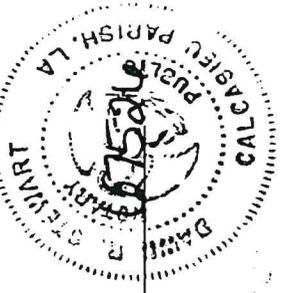
STATE OF Louisiana
 ~~Parish~~ COUNTY OF Calcasieu

On this 22nd day of October, 2010 before me, a Notary Public, the undersigned officer, personally appeared Thomas L. Salsgiver, a married man dealing in his sole and separate property, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires:

at death

Dawn R. Stewart
Notary Public
Dawn R. Stewart



ACKNOWLEDGEMENTS

STATE OF LOUISIANA
 ~~Parish~~ COUNTY OF Calcasieu

On this 22nd day of October, 2010 before me, a Notary Public, the undersigned officer, personally appeared Terri L. Gragson, a married woman dealing in her sole and separate property, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires:

at death

Dawn R. Stewart
Notary Public
Dawn R. Stewart



STATE OF TEXAS
COUNTY OF DALLAS

On this, the 5th day of November, 2010, before me Marie G. Veit, the undersigned officer, personally appeared Glynn Mildren, who acknowledged himself to be the Sr. Vice President - Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Sr. Vice President - Land being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Sr. Vice President - Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public



Printed Name: _____ My commission expires: _____

Instrument
201100002450 ORbook Page
7207 10

Exhibit "A"

This Exhibit "A" is attached hereto and made a part hereof that certain Water Line Easement dated October 22, 2010 by and between Thomas L. Salsgiver, a married man dealing in his sole and separate property, and Terri L. Gragson, a married woman dealing in her sole and separate property, as Surface Owner, and Chief Exploration & Development LLC and its operating company Chief Oil & Gas LLC, as Chief:

DESCRIPTION: The Leasehold is located, all or part, in the County of Lycoming, in the State of Pennsylvania, in the district/township of Mifflin and described as follows: TAX MAP #: 31-326-173 and is bounded formerly or currently as follows:

On the North by Lands of 31-326-170.A

On the East by Lands of 31-326-164, 31-326-163.A & 31-326-163

On the South by Lands of 31-326-175 & 31-326-174.C

On the West by Lands of 31-326-170.A

Including lands acquired: by instrument from Smith E. Salsgiver and Ruby M. Salsgiver, a/k/a Ruby Zinck Salsgiver, husband and wife, dated April 15, 2002, and recorded in Book 4153, Page 067, and described for the purposes of this agreement as containing 129.00 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

201100002450
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER, REGISTER & RECORDER
02-16-2011 At 01:17 PM.
EASE 55.50
STATE TAX .00
LOCAL TAX .00
OR book 7207 Page 8 - 10

FILED
LYCOMING COUNTY
2011 FEB 16 P 2:15
ANNABEL MILLER
RECORDER OF DEEDS

After recording, please return to:
Chief Oil & Gas LLC
Attn: Land Department
5956 Sherry Lane, Suite 1500
Dallas, TX 75225

BK2835PG296

SUB-DIVISION

NAME: Ruby Zinck Salgiver

LOCATION: Hiffiin Township LYCOMING COUNTY

APPROVED: July 14, 1997

ENTERED FOR RECORD	TAX
IN THE RECORDER'S OFFICE	.50
LYCOMING COUNTY	118
July 18, 1997	13.00
3:29 P.M.	TOTAL
<i>James M. Mc...</i>	13.50
RECORDER	PAID

SEE MAP BOOK 54 PAGE 437

MEMBERS

George A. Derrwisher, DMD,
Chairman

Wayne F. Rees, V/Chairman
W.E. Tenor Hillish, Secretary
Roger D. Jarnal, Treasurer
Robert E. Wallis
Francis M. Donko
Robert E. Boudier, P.E.
Jeffrey D. Borer
Ann B. Pepperman, Esq.

RECEIVED JUL 11 1997

STAFF

Jerry B. Wallis, AICP
Executive Director

Phone: (717) 837-3200
Fax: (717) 837-3338
Backup Fax: (717) 837-3811

Charles F. Overly, III
Solicitor

BK 2835 PG 296
County, Pennsylvania


LYCOMING COUNTY PLANNING COMMISSION

48 West Third Street
Lycoming County Court House
Williamsport, PA 17701
July 16, 1997

Ruby Z. Salsgiver
c/o Jonathan E. Butterfield, Esquire
442 William Street
Williamsport PA 17701

RE: Parcel #31-326-173

Dear Ms. Salsgiver:

On July 14, 1997, the Chairperson of the Lycoming County Planning Commission signed for final plan approval for your single lot subdivision located in Milflin Township. The plan proposes the subdivision of a 1.0940 acre parcel. The residual parcel contains 128+ acres.

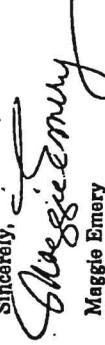
The site and the residual are accessed via private driveways off T-842 (First Fork Road).

The site contains an existing communication relay facility structure, surrounded by a chain link fence. A house used for seasonal purposes is located on the residual. Soils testing was not conducted on the site, since this facility would not require any type of sewage system. Please be advised that any construction or erection of a communications tower would require your contacting the County Zoning Administrator.

Three approved plans are enclosed. Please note that the approved plan and this approval letter must be recorded on or before October 12, 1997, in the County Register and Records Office. Failure to record these documents in the specified time period will nullify the approval granted.

Should you have any questions regarding this letter or the action taken by the Planning Commission, please contact me.

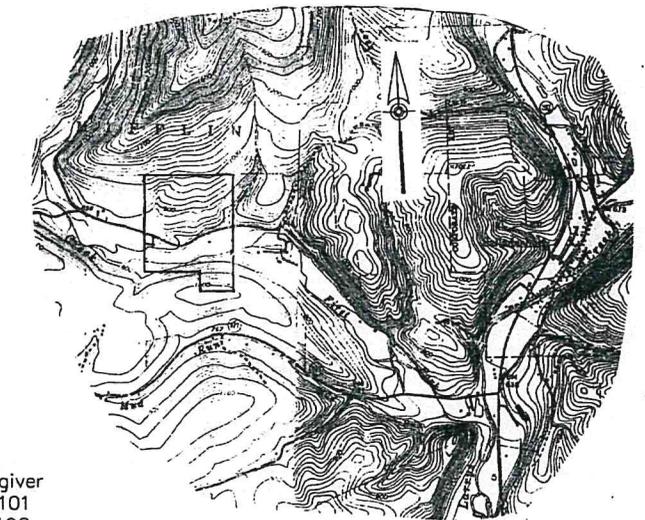
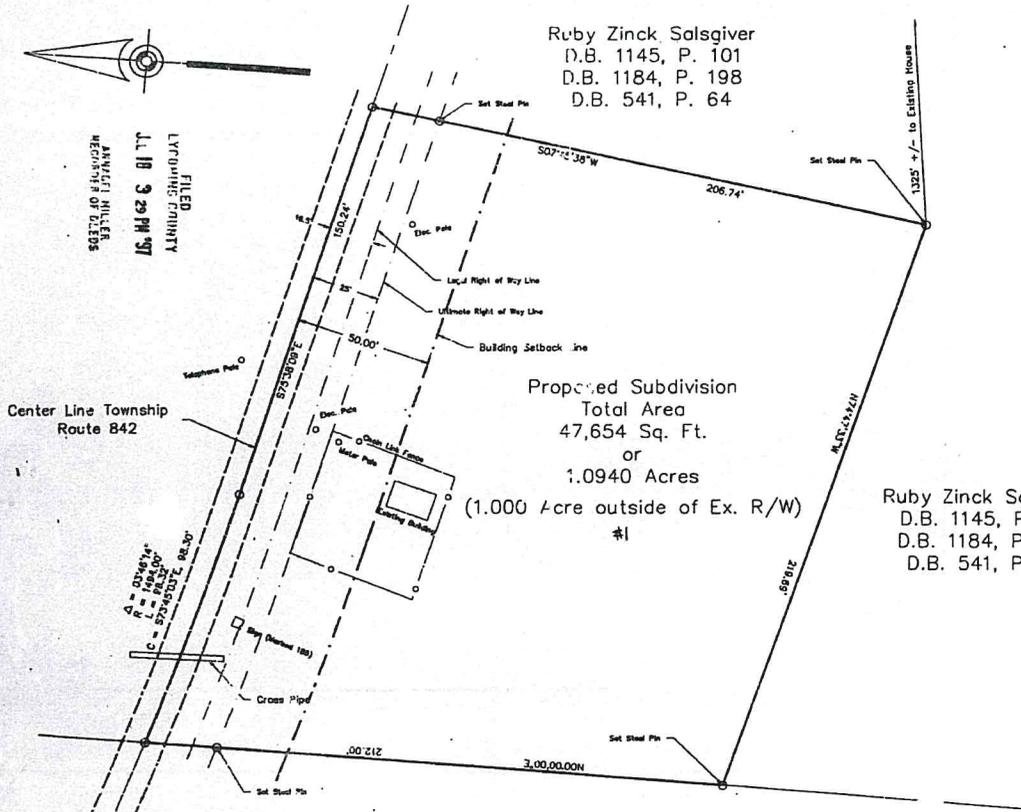
Sincerely,



Maggie Emery
Subdivision & Land Development Administrator

cc: Elaine Younkin, Secretary, Milflin Township Supervisors

FILED
 LYCOMING COUNTY
 J.L.B. 3 29 PM '97
 JAVIER MILLER
 REGISTERED PLER



DR. NEW TYPE
 CHECKED BY: RMT
 DATE: 6/12/97
 SCALE: 1"=30'
 REVISIONS
 8/30/97

Please, attach specifications, standards, and reports and reports accompanied by an affidavit of a professional engineer and shall not be considered an affidavit. All information should be checked and verified. Manufacture standards, electrical drawings, plumbing drawings, etc. Landon Design Group, Inc.

LA RUCO
 DESIGN GROUP

DATE: 07/18/1997 TIME: 01:41P
 Lycoming County, PA
 OFFICE OF THE REGISTER AND RECORDER
 RECEIPT NO: 633657 TYPE: DOC
 REG. FEE
 LINT
 SEIT
 MILT TAX

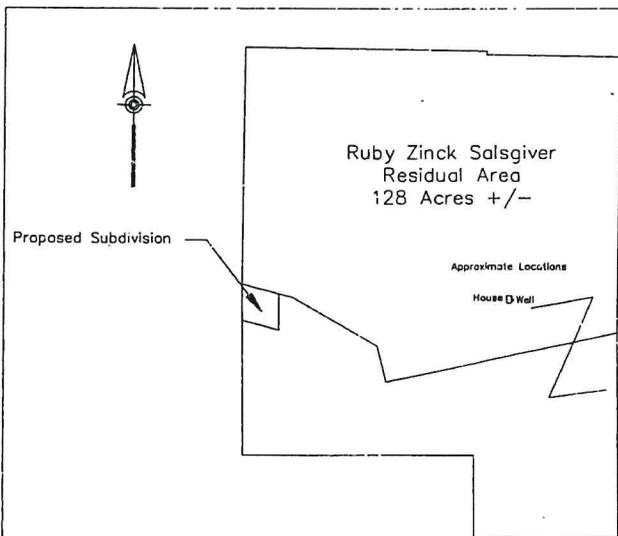
FINAL SUBDIVISION PLAN APPROVAL
 FOR LOT # 1

George Demm 7/14/97
 LYCOMING COUNTY PLANNING COMMISSION
Kenneth Magala 7/17/97

As of the date of this plot plan recording, the residual parcel described herein shall be dedicated for the express purpose of agricultural and recreational use. No portion of this parcel have been approved by Mifflin Township or the Department of Environmental Protection for the installation of sewage disposal facilities. No Sewage permit will be issued for the installation, construction, connection to or use of any sewage collection, conveyance, treatment or disposal system (except for repairs to existing systems) unless the municipality and the DEP have both approved sewage facilities planning for this subdivision property described herein in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. Sections 750.1 et. seq.) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of the residual parcel should contact appropriate officials of Mifflin Township, which is charged with administering the Sewage Facilities Act to determine what sewage facilities planning is required and the procedure and requirements for obtaining permits or approvals.

As of the date of this plot plan recording, the subdivision described herein shall be dedicated for the express purpose of communication relay facility. No portion of this parcel have been approved by Mifflin Township or the Department of Environmental Protection for the installation of sewage disposal facilities. No Sewage permit will be issued for the installation, construction, connection to or use of any sewage collection, conveyance, treatment or disposal system (except for repairs to existing systems) unless the municipality and the DEP have both approved sewage facilities planning for this subdivision property described herein in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. Sections 750.1 et. seq.) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of the subdivision parcel should contact appropriate officials of Mifflin Township, which is charged with administering the Sewage Facilities Act to determine what sewage facilities planning is required and the procedure and requirements for obtaining permits or approvals.

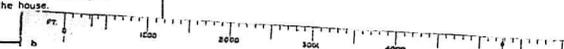
Notes:
 Zoning District - AG - Agricultural
 Nonresidential Intensity Standards
 Max. Impervious Surface Percentage - 10%
 Max. Floor Area Percentage - 10%
 Min. Yard Setbacks
 Front - 50' from the centerline
 Side - 10'
 Rear - 20'
 Min. Building Spacing - 25'
 Max. Building Height - 45' Principal-135' Accessory
 The Residual Parcel has an existing house currently being used as a cabin for seasonal recreation use.
 The Residual Parcel does have an existing well which is not being utilized.
 The Residual Parcel does not have an existing septic system. A Privy is being used during the seasonal use of the house.



PROPOSED SUBDIVISION OF LANDS OF
 RUBY ZINCK SALSGIVER
 Mifflin Township, Lycoming County, Pennsylvania

SHEET NO:
 1 OF 1
 Acc'd: FINAL
 PROJECT NO:
 6155-005

BOOK 2835 Page 286
 MAP
 BOOK SF Page 437



BK2841PG100

EQUIPMENT STRUCTURE AGREEMENT

For and in consideration of the sum of Eleven Thousand (\$11,000.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to WorldCom Network Services, Inc., d/b/a WitTel, herein called Grantee, a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, OK 74121, its successors assigns, lessees, licensees, and agents, an easement for the construction, maintenance, security, operation, repair, replacement, and removal of communications equipment, structures, lines, and related facilities, from time to time, as Grantee may require, upon, over, under and across the following described tract or parcel of land which the Grantor owns or in which the Grantor has an interest in the County of Lycoming, Commonwealth of Pennsylvania, to-wit:

ALL that certain piece, parcel and lot of land situate in Mifflin Township, Lycoming County, Pennsylvania and shown upon a plan by Larson Design Group, Inc., file 5156-005, recorded in Lycoming County Record Book 2835, page 296, and Map Book 5A, page 437, bounded and described as follows:

BEGINNING at a point in the centerline of Township Route 842 at the intersection with the division line between lands now or formerly of C. LaRue Miller and lands herein described; thence from said point and place of beginning and along the centerline of Township Route 842 by the two following courses and distances: (1) Southeasterly by a line curving to the left with a central angle of three (3) degrees, forty-six (46) minutes, fourteen (14) seconds, a radius of one thousand four hundred ninety-four (1,494) feet, an arc length of ninety-eight and thirty-two hundredths (98.32) feet and a chord of south seventy-three (73) degrees, forty-five (45) minutes, three (3) seconds east, ninety-eight and thirty hundredths (98.30) feet; (2) south seventy-five (75) degrees, thirty-eight (38) minutes, nine (9) seconds east, one hundred fifty and twenty-four hundredths (150.24) feet; thence along lands now or formerly of Ruby Zinck Salsgiver by the two following courses and distances: (1) South seven (7) degrees, forty-five (45) minutes, thirty-eight (38) seconds west, two hundred six and seventy-four hundredths (206.74) feet to a steel pin; (2) north seventy-four (74) degrees, forty-seven (47) minutes, thirty-three (33) seconds west, two hundred nineteen and sixty-nine hundredths (219.69) feet to a set steel pin and lands now or formerly of C. LaRue Miller; thence along lands now or formerly of C. LaRue Miller, north zero (0) degrees, zero (0) minutes, zero (0) seconds east, two hundred twelve (212) feet to the point and place of beginning. Containing 47,654 square feet or 1.0940 acres as above described by a survey by the Larson Design Group, Inc.

SUBJECT to the right-of-way of Township Route 842 and any easements which are visible or found in the chain of title.

BEING a portion of the same premises conveyed to Ruby Zinck Salsgiver by deed of Jay A. Morris dated April 4, 1987 and recorded on April 6, 1987 at Lycoming County Deed Book 1184, page 198.

BK284 | PG | 01

Together with the right of ingress and egress over and across the adjoining land of the Grantor to and from the above-described property, the right to install gates in fences for purposes of ingress and egress, the right to clear and keep cleared all trees, vegetation and other obstructions as may be necessary, the right to fence or otherwise secure the above-mentioned property, the right to construct, operate, maintain, change, and remove electrical and communications lines or systems consisting of wires, cables, conduits, poles, anchors, stub poles, guy wires, and appurtenances, on, over and/or under the lands of Grantor adjacent to the above described property and lying between public roads and the above described property, all as may be necessary, to have and to hold, unto Grantee, its successors and assigns, forever.

The rights granted herein may be assigned in whole or in part and the terms and provisions of this agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns and personal representatives. Grantor covenants for itself, its successors and assigns, that Grantee, its successors, assigns, lessees, licensees and agents shall peaceably and quietly have, hold, and enjoy the above-described land.

Grantee agrees to pay or cause payment to be made for damages of Grantor directly resulting from the exercise of the rights herein granted, provided, however, that after the facilities have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the easement and right-of-way in the clearing of such obstructions from said easement and right-of-way.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned this 24 day of July, 1997.

Jonathan E. Battifield
Jonathan E. Battifield

GRANTORS:

Smith E. Salsgiver
Smith E. Salsgiver

Ruby Janet Salsgiver
Ruby Janet Salsgiver

I HEREBY CERTIFY that the precise address of the Grantee herein is:

P.O. Box 21348
Tulsa, OK 74121

Debra Salsgiver

BK2841PG102

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LYCOMING :

SS:

On this, the 24th day of July, 1997, before me a notary public the undersigned officer, personally appeared Smith B. Salsgiver and Ruby Zinck Salsgiver, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.


Notary Public

My Commission Expires:

NOTARIAL SEAL
DEBRA J. BUTTORFF, Notary Public
Williamsport, Lycoming County, PA.
My Commission Expires March 6, 2001

DATE: 07/29/1997 TIME: 11:13A INST NO.: 11795
Lycoming County, PA
OFFICE OF THE Register and Recorder of Deeds
RECEIPT NO 1 03401 TYPE DOC 1 DEED
REC FEE 1 33.00
LRIT 1 110.00
SRIT 1 110.00
WRIT TAX 1 0.50

FILED
LYCOMING COUNTY
JUL 29 10 59 AM '97

ANNAS MILLER
RECORDS & DEEDS

BOOK 1305 PAGE 182

GRANTEES: Smith E. Salsgiver
Ruby Zinck Salsgiver
GRANTOR: WTG - Central, Inc.

EQUIPMENT STRUCTURE AGREEMENT

10900

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to WTG - CENTRAL, INC., herein called Grantee, a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, Oklahoma 74121, its successors, assigns, lessees, licensees, and agents, an easement for the construction, maintenance, security, operation, repair, replacement, and removal of communications equipment, structures, lines, and related facilities, from time to time, as Grantee may require, upon, over, under and across the following described tract or parcel of land which the Grantor owns or in which the Grantor has an interest in the Township of Mifflin, County of Lycoming, State of Pennsylvania, to wit:

A 50 X 75 foot tract of land situated in Tax Parcel No. 173 on Tax Map No. 31-326 (Revised 1984) as per attached Exhibit "A" and in accordance with Option Agreement executed by Smith E. Salsgiver and Ruby Zinck Salsgiver July 28, 1988, and recorded in the Office of the Recorder in and for Lycoming County, Pennsylvania.

Together with the right of ingress and egress over and across the adjoining land of the Grantor to and from the above described property, the right to install gates in fences for purposes of ingress and egress, the right to clear and keep cleared all trees, vegetation and other obstructions as may be necessary, the right to fence or otherwise secure the above-described property, the right to construct, operate, maintain, change, and remove electrical and communication lines or systems consisting of wires, cables, conduits, poles, anchors, stub poles, guy wires, and appurtenances, on, over and/or under the lands of Grantor adjacent to the above described property, and lying between public roads and the above described property, all as may be necessary, to have and to hold, unto Grantee, its successors and assigns, forever.

The rights granted herein may be assigned in whole or in part and the terms and provisions of this agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, successors, assigns and personal representatives. Grantor covenants for itself, its successors and assigns, that Grantee, its successors, assigns, lessees, licensees and agents shall peaceably and quietly have, hold, and enjoy the above-described land.

Grantee agrees to pay or cause payment to be made for damages of grantor directly resulting from the exercise of the rights herein granted, provided, however, that after the facilities have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the easement and right-of-way in the clearing of such obstructions from said easement and right-of-way.

It is further understood and agreed that the land description above set forth may not be exact, and a survey drawing may be required by Grantee at its expense so as to describe more accurately the tract of land that is the subject hereof. In this event, Grantor agrees to sign said survey drawing which shall then be attached to this instrument and labeled Exhibit A.

Check No. 16225

Station No. 9

PROW2.01
FILED
LYCOMING COUNTY
AUG 9 10 28 AM '88
MARL. W. MUSSEY
REC'D OF DEEDS

BOOK 1305 PAGE 183

IN WITNESS WHEREOF, this instrument has been executed by the undersigned this 9th day of August, 1988.

GRANTOR:

Smith E. Salogiver
Paula Jean Salogiver

STATE OF PENNA : SS
COUNTY OF LYCOMING :

BE IT REMEMBERED, that on this 9th day of August, 1988, before me, the subscriber, a Notary Public, personally appeared SMITH E. & PAULA JEAN SALOGIVER, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon THEY acknowledged that THEY signed, sealed and delivered THEY THEIR act and deed, for the uses and purposes therein expressed.

Rosemary M. German
Notary Public of

My Commission Expires:

ROSEMARY M. GERMAN, Notary Public
My Commission Expires Aug 19, 1991

STATE OF _____ : SS
COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, 1988, before me, the subscriber, a Notary Public, personally appeared _____, Amendment of Right of Way Agreement as _____ who, I am satisfied, is the person who signed the within of _____ the corporation named therein and thereupon acknowledged that the within instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate scale and delivered by _____ as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

My Commission Expires: _____ Notary Public of _____

This instrument prepared by: _____

Please Return To:

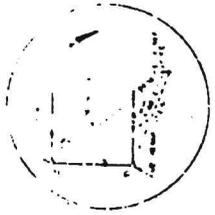
WTG - CENTRAL, INC.
P.O. Box 824
Williamsport, PA 17703

(717) 323-0685

(717) 323-0647

6.5.0

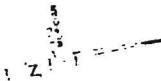
BOOK 1305 PAGE 184



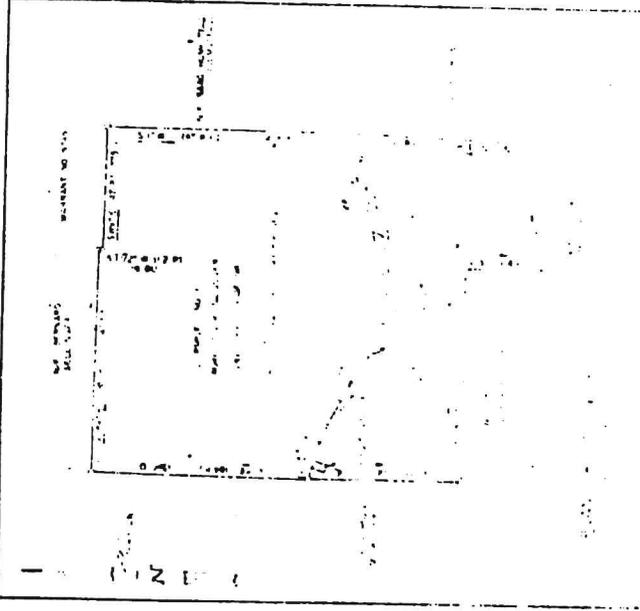
CORNERS 4-9
PROPERTY CORNER TIES



CORNERS 6-30
PROPERTY CORNER TIES



RESIDUE
EMPT. 2700' CALGOWER
0.87 1854 AC. 1000
(PARCEL NO. 2)



P. 11, 1104 98' 10" 21-44-00
EASTING'S STEEL PILING-1853
NO. 2000
R. M. 2000

Very Poor Original



1000 800 600 400 200 0 200 400 600 800 1000 FT.
SCALE OF MAP 1" = 1000 FT. COMMENTS

